Master Subscription Terms and Conditions

This Master Subscription Terms and Conditions ("**Terms and Conditions**") is effective as of the date of the last signature on an Order Form between Company and Customer in connection with Customer's Subscription for its exploitation of Company's commercial health benefits plan presentation, analysis and sales software application commercially known as PerfectQuote® (the "**Application**"). These Terms and Conditions are in addition to the terms and conditions that may be set forth on the Order Form and subject thereto. Customer and Company are each, individually, referred to herein as a "**Party**" and, collectively, the "**Parties**."

1. Licenses and Fees.

i. To the extent made available to Customer under the Order Form and Section (3) herein, Company shall provide Customer with a series of non-exclusive, restricted and revocable, royalty free, non-transferable, non-sublicensable fee-based Customer Licenses and, at no charge, Non-Customer Licenses (i.e., "Employer/Group" or "Guest") (each, a "**User License**", and collectively, "**User Licenses**") to be assigned to persons authorized by Customer (an "**Authorized User**") for the purpose of accessing the Application and the Services provided therein during the Term. Each User License is for the use of, and by, one (1) single unique user and the sharing of a User License is strictly prohibited.

ii. The fees for the Subscription and other products and services to be received by Customer shall be identified on the Order Form. Notwithstanding the foregoing, but not more than one (1) time per Term and subject to Customer's termination rights under Section (2)(ii)(2)(a), Company retains the right to modify the Subscription fees and fees for other products and services that may be received by Customer under the Order Form.

2. Term and Termination.

i. The Term of the Subscription is stated on the Order Form. Unless specifically stated to the contrary on the Order Form, a Term will automatically and consecutively renew for the same duration of time as set forth on the Order Form under the terms and conditions that are made available to Customer no later than the date that is 75 days prior to the date that the Term is thereby extended ("**Applicable T&Cs**"). A copy of these Terms and Conditions and Applicable T&Cs may be requested by the Customer at any time, in writing, by emailing subscription@perfectquote.io; notwithstanding the foregoing, Company shall make available to Customer the Applicable T&Cs by posting the Applicable T&Cs to the URL link identified on the Order Form. Customer's failure to notify Company of Customer's desire to terminate the Subscription pursuant to and in accordance with Section (2)(ii)(prior to a Successive Term shall be deemed an acceptance of the Applicable T&Cs during each renewal term.

ii. The Subscription may be terminated by: (1) either Party (a) in the event a Party becomes insolvent or enters into bankruptcy or other reorganization proceedings, with such termination effective upon a judicial determination of insolvency in the case of insolvency or the filing of documents commencing bankruptcy or other reorganizations proceedings in the case of bankruptcy or other reorganizations proceedings or (b) based on a failure of a Party to cure a Material Breach within the Cure Period, with such termination effective upon the conclusion of the Cure Period; (2) Customer (a) within 15 days of Company notifying Customer in writing of an increase in the Subscription fees and/or other product and services fees that Customer is then subject to or (b) for convenience by providing 30 days written notice to Company with such termination effective upon the last day of the 30 day period; or (3) Company for its own convenience by providing no less than 90 days written notice to Customer, with such termination effective upon the last day of the 90 day period. Notification relating to the termination rights in this Section shall be provided to Company from Customer by email to subscription@perfectquote.io and to Customer from Company by emailing the authorized representative for Company. A termination for convenience by Customer does not entitle Customer to a pro-rata refund of pre-paid user licenses Customer has subscribed to at the beginning of a Term or renewal Term; provided, however, that instances where Company terminates for convenience, Company shall refund to Customer a pro-rata refund of pre-paid user licenses that Customer subscribed to at the beginning of a Term or renewal Term.

iii. Other Definitions.

a. "**Cure Period**" is defined as the date that is the earlier of (i) ten (10) business days (or as otherwise reasonably extended if such Material Breach cannot be cured within such time period of time) from the date that the Party asserting the Breach has delivered to the other Party written notice of such Material Breach, or (ii) immediately (i.e., no Cure Period permitted) if it would be commercially impossible for a party to cure the Material Breach; provided, however, the Cure Period, if available, shall commence upon such date that the Party who is asserting the Material Breach delivers written notice to the other Party, identifying the nature of the Material Breach and the date of occurrence of such Material Breach. In the event the Party that has a Material Breach asserted against it fails to cure the Material Breach within the applicable Cure Period, the Subscription Agreement and Subscription shall terminate on the

date that the Party asserting the Breach delivered the written notice of the Material Breach to the other Party (the "**Date of Termination**").

b. "**Material Breach**" is defined as, with respect to: (1) the Customer, situations where prior written consent of the Company has not been obtained for the following: (i) permitting those persons who are not Authorized Users to access the Services, (ii) modifying or translating the Software, (iii) reverse engineering, decompiling, or disassembling the Software, except to the extent this restriction is expressly prohibited by applicable law, (iv) creating derivative works based on the Software for purposes other than the Intended Purpose, (v) copying the Software, (vi) removing or obscuring any proprietary rights notices or labels on the Software, (vii) renting, selling, assigning, sublicensing, or otherwise granting rights in, or otherwise transferring or distributing the materials or information about the design or functionality of the Application to any third party, except to the extent necessary for Customer to provide system training to Authorized Users, (viii) creating paper printouts or electronic downloads of the Application, except where such actions are consistent with the Intended Purpose, (ix) creating representations in any format of the Application's functionality and/or design, (x) transferring or assigning this Agreement in a manner not authorized by Section (11)(x), (xii) transmitting or otherwise exporting the Software or underlying information or technology outside of the United States, (xiii) during the Term and for a period of twelve (12) months after the termination or conclusion thereof, directly on Customer's own behalf or on behalf of or in conjunction with any person or legal entity, using the Company's Confidential Information to recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of Company to terminate their employment relationship with the Company, (xiv) permitting more than one (1) Authorized User to share a unique User License with another Authorized User for purposes of accessing the Application and using the Services, (xv) using the Services in a manner that is inconsistent with the Intended Purpose, (xvi) breach of Customer's warranties set forth in Section (6), or (xvii) knowingly submitting or attempting to submit PHI into the Application; and (2) the Company, situations where (i) there is a material non-performance of the Services identified herein or on the Order Form, (ii) breach of Company's warranties set forth in Section (6), or (iii) unauthorized use or disclosure of the Customer's Confidential Information to any third party without first obtaining the Customer's prior written consent to disclose such Confidential Information.

iv. The Parties acknowledge that an assertion of a Material Breach, whether cured or uncured by the non-asserting Party, shall not be a legal admission of any wrongdoing by the non-asserting Party and any such legal consequence shall be determined by the legal process set forth herein. Unless a judicial determination indicates otherwise, a termination of the Subscription for Customer's Material Breach does not entitle the Customer to a refund of any costs and/or fees paid to Company whether in whole, in part, pro-rata or otherwise that were previously paid to Company prior to the Date of Termination nor relieve the Customer of its payment obligations required through the end of the Term. In the event of termination of this Agreement by Customer based on Company's Material Breach or termination by Company for its own convenience prior to the end of a Term, Company shall refund to Customer a pro-rata portion of Subscription fees, dedicated hosting fees, and support and maintenance fees paid in advance by Customer for Services for the period of time after the Date of Termination through the end of the Term.

v. Upon termination or the conclusion of the Term, Customer will immediately cease using the Application. Notwithstanding termination of the Subscription, the Parties shall have a continuing obligation to comply with Sections (7-10).

3. Services.

i. During the Term and subject to the license type held by the Authorized User, Company will provide Authorized Users with certain services (the "**Services**") as referenced on the Order Form, which include, at a minimum, access to the Application to satisfy the Intended Purpose, including data import/export, permissions, rights access, user roles, analysis and presentation tools, creating and utilizing paper printouts or electronic downloads of the Customer Data, data import/export, storage, Application health monitoring, service level maintenance, technical support, training, Customer Data backup and recovery, and pre-Subscription and post-Subscription transition services. Such Services shall be provided to Customer on a commercially reasonable efforts basis and consistent with the service levels agreed to herein. The ability to access the Application and take advantage of the Services shall be available to Customer so long as Customer is not in Material Breach of this Agreement during the Term.

ii. At the conclusion or termination of the Subscription, upon written request by Customer and so long as there are no outstanding fees owed by Customer to the Company as a result of a Material Breach by Customer, Company may, upon written request to Company, provide Customer with the Customer Data in a commercially accessible database format at no charge to Customer. A request for Customer Data shall be made via email to subscription@perfectquote.io no later than 30 days after the conclusion or termination of the Subscription.

iii. If available through the Application, a change to the Subscription by the Customer based on License Type and/or optional products and services may be made within the Application; if such functionality is not available, then by a change order form executed by and between the Customer and Company.

iv. Company shall provide Customer application support services consistent with the service levels identified herein and made available through the methods provided for each License Type. Such support services may include telephone, electronic mail support, or intra-application functionality. At a minimum and at no charge, (a) Company will use commercially reasonable efforts to ensure prompt responses to such support requests and answer questions and correct Software errors (or to provide suitable temporary solutions or workarounds for problems) during the initial response, and (b) if the problem, issue or error is of a critical and material nature, or that the problem causes the Application to be inoperable, Company will use best efforts within a commercially reasonable time to correct the problem.

v. Company shall provide Authorized Users with access to the Application and use of Services in accordance with the Subscription Agreement and make available the Services with a minimum of 99.0% uptime during any calendar month. Notwithstanding the foregoing, Company shall have up to two (2) business days to restore access to the Application and Services based on any Downtime event. For purposes herein, "**Downtime**" shall mean the period of time during which the Application and/or Services is/are wholly unavailable to Customer, including maintenance occurring outside of Company reasonable maintenance hours for which less than 24 hours' written notice was provided to Customer; provided, however, Downtime shall not include scheduled maintenance, temporarily broken or unavailable functionality, factors outside of Company's direct control, including relating to Force Majeure events, failures, acts or omissions of Company's service providers, failures of the internet or software applications used to access the Application, acts of omissions of Authorized Users, and enforcement of state and federal regulations.

vi. Beta Products. From time to time, Company may make available temporary additional features and functionality ("**Beta Products**") to Customer for use by the Authorized Users. Beta Products may not be available to all Authorized Users at the same time or at any time at all, are not considered part of the Services until identified as such, and may be removed from Customer's instance at the sole discretion of Company at any time.

vii. Subscription Licenses and User Roles. Each User License shall be assigned a user role made available through the Services.

viii. Third Party Integrated Services. Company, at its sole discretion, may make available to Customer the ability to integrate the Application with third-party software. If Customer integrates, or directs Company to integrate, the Application with any third party services, Customer acknowledges that such third party service might access or use Customer Data and Customer permits the third party service provider to access or use Customer Data. Customer is solely responsible for the use of such third-party services and any data loss or other losses it may suffer as a result of using any such services. If Customer uses any third-party service in connection with the Application, Customer shall ensure that such use complies with the terms of use of those third-party services.

4. Customer Responsibilities. Customer shall use commercially reasonable efforts to: (i) cause Authorized Users to comply with the Agreement and maintain the confidential nature of the Application and Software; (ii) cooperate with the Company when reasonably requested, so that Company can provide the Services; (iii) prevent unauthorized access or use of the Services and promptly notify Company if Customer discovers any unauthorized access or use; (v) use the Services in accordance with the Agreement, Intended Purposes and applicable laws; and (vi) timely pay all invoices when due. If an invoice is not timely paid, Company reserve the right to restrict or suspend Customer's access to the Services until such payments are received and Customer waives any and all claims and damages against the Company for such restriction of access, it being understood and agreed that Customer may also suspend payment to Company without penalty during a Cure Period (or be provided a credit for such payments during the Cure Period).

5. Payments. Payment terms and form of payment are identified on the Order Form. Forms of payment include payment by check, ACH, electronic direct debit, and/or debit/credit card. The following terms apply, unless the Company notifies Customer otherwise in writing: (i) Payments will be identified in U.S. dollars; (ii) If Customer elects to pay by electronic direct debit or debit/credit card, Customer agrees that Company may debit Customer's account pursuant to Customer's provided payment information as and when such Invoices are generated; (iii) Customer agrees to maintain sufficient funds in a checking or savings account to cover an electronic debit payment event; (iv) If Customer elects to pay by credit card, Customer shall maintain a valid credit card on file; (v) If Customer's payment and registration information is not accurate, current, and complete and Customer does not notify Company promptly when such information changes, Company may suspend or terminate Customer's account and refuse any use of the Services until payment is made; (vi) If Customer does not notify Company of updates to Customer's payment method (e.g., credit card expiration date), to avoid interruption of the Services, Company may participate in programs supported by Customer's card provider (e.g., updater services, recurring billing programs, etc.) to try to update Customer's payment information, and Customer authorizes Company to continue billing Customer's account with the updated information that Company obtain; (vii) Notwithstanding anything to the contrary in an Order Form, Company may, from time to time or any time, charge applicable transaction taxes and certain fees and surcharges on the sale of goods and services, including sales, use, and value added taxes relating to the Services each of which shall be consistent with local, State and Federal regulations with such amounts shall be clearly indicated on the applicable invoice(s) to Customer.

6. Warranties.

i. The Company warrants that: (a) it has the full right, power, and authority to enter into this Agreement and perform its obligations and provide the Services hereunder, (b) the Services shall be performed in a professional manner in accordance with generally accepted industry standards and in compliance with all applicable laws and regulations by personnel with the requisite skill, experience, and qualifications who shall devote adequate resources to meet its obligations under this Agreement, (c) the Software will not violate or infringe upon the intellectual property or privacy rights of any third party, and (d) Company will use best practices in connection with making the Application and Software free of malicious code, or other data, viruses, or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information.

ii. The Customer represents that (a) Customer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder and (b) Customer has the right to use the Customer Data in a manner that allows for Company to perform the Services to Customer.

iii. Warranty Disclaimer. EXCEPT AS OTHERWISE STATED IN THESE TERMS AND CONDITIONS, (a) THE COMPANY PROVIDES THE PLATFORM AND SOFTWARE "WHERE IS, AS-IS" BASIS; (b) NEITHER COMPANY NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED HEREIN, THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE APPLICATION OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS- FREE, OR THAT THE APPLICATION SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. CUSTOMER ASSUMES THE ENTIRE RISK OF SELECTION AND USE OF THE APPLICATION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. UNDER LOCAL LAW CERTAIN LIMITATIONS MAY NOT APPLY AND CUSTOMER MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE.

7. Limitation of Liability. EXCEPT AS STATED BELOW, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL EITHER PARTY OR ANY OF ITS SUPPLIERS BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, OR COMPUTER MALFUNCTION, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS STATED BELOW, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER THEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM (i) A BREACH OF SECTIONS (8), (9) OR (10), (ii) CUSTOMER'S PAYMENT OBLIGATIONS, (iii) FRAUD (INCLUDING FRAUDULENT MISREPRESENTATION), (iv) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS REPRESENTATIVES, OR (v) THIRD-PARTY CLAIMS COVERED UNDER THE INDEMNITY PROVISIONS IN SECTION (8).

8. Indemnification.

i. Customer shall indemnify, defend and hold the Company, Company's affiliates, and Company's employees, directors, officers, and agents harmless from any liabilities, losses, damages, expenses (including reasonable attorneys' fees and costs), claims, actions, suits or proceedings (collectively, "**Losses**") incurred by any of the foregoing parties or made or brought against the Company by an unrelated third party to the extent arising out of or related to (i) Customer's Material Breach of the Subscription Agreement or (ii) the license granted to Company by Customer in connection with the Use of Customer Data by Company. "**Use**" shall be defined as Company's receiving, storing, hosting, displaying, and/or manipulating Customer Data for purposes of providing the Services to Customer. For purposes of clarification, Customer shall not indemnify Company for any Use of Customer Data that is outside of the scope of Services or where a claim arises out of the gross negligence or willful misuse of Customer Data by the Company or where a claim arises out of a breach of Sections (9) or (10). Additionally, Customer's duty to indemnify Company will not include any Losses arising out of or related to misconduct, gross negligence, or breach of this Subscription Agreement by the Company or any of its employees, officers, directors, agents, or subcontractors.

ii. Company shall indemnify, defend and hold Customer, Customer's affiliates, and Customer's employees, directors, officers, and agents harmless from any Losses incurred by any of the foregoing parties or made or brought against Customer by an unrelated third party to the extent arising out of or related to (i) Company's Material Breach of the Subscription Agreement, (ii) Company's Use of Customer Data to the extent a claim arises out of Company's gross negligence or willful misuse of Customer Data or where such Use is not specifically related to the Services provided by and through the Application (including, without limitation, any Use of Blind Data), (iv) Company's failure to comply with applicable laws and regulations, or (v) arising out of any claim that the Software, the Services, or any additional services provided by Company infringes any intellectual property or commercial right, including all worldwide patents, trademarks, copyrights and moral rights and any unauthorized use of any trade secret. Company's duty to indemnify under

this Section does not include any Losses arising out of or related to misconduct, gross negligence, or breach of this Subscription Agreement by Customer, Customer's affiliates, or any of Customer's employees, directors, officers, or agents.

9. Ownership/Intellectual Property/Assignment.

i. Intellectual Property.

a. Company and/or its licensors, suppliers or other third-parties own the Application, Software, all physical copies thereof, if any, and all intellectual property rights embodied therein, including copyrights and valuable trade secrets embodied in the Application's design and coding methodology. The Application and Software is protected by United States patent and copyright laws and international treaty provisions. The Subscription Agreement provides Customer with only a limited use license and no ownership of any intellectual property other than Customer Data and certain other intellectual property owned by Customer which may be included in Customer's Application instance.

b. As a condition of taking advantage of the Services, Customer acknowledges that Company may or may have already license(d) from and/or develop(ed), either directly or in conjunction with a third-party or even own in Company's name, Software, other software, related processes, methods, and techniques directly relating to the Application ("**Copyrighted Works**," including literary works, computer programs, artistic works (designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audio- visual works). During the Term, the Copyrighted Works may be independently licensed, created, developed or otherwise leveraged outside of the context of this Agreement by the Company with these third parties, or, possibly, created or developed by the Company at the suggestion of Customer or with the participation of others (collectively, "**Subsequent Materials**"). Notwithstanding the foregoing, the Parties understand and agree that none of the Copyrighted Works and the Subsequent Materials will contain any of Customer's Confidential Information, Customer Data or intellectual property which are expressly carved out of the Subsequent Materials and Copyright Materials.

c. Further, except for Customer Data: (i) Customer acknowledges and agrees that Customer shall retain no right, title and interest throughout the universe in perpetuity in and to the Copyrighted Works and that, upon conception, all Subsequent Materials, together with all preliminary work, drafts, revisions, versions, all copyrights, trademarks, patents, and other intellectual property and all other tangible expressions thereof (collectively, the "**Work**") created directly or indirectly by the Company, even if at Customer's or any of Customer's Authorized User's suggestion or participation, shall be solely owned by Company, (ii) All Work produced hereunder shall become the property of the Company (or as otherwise agreed to by the Company in writing) whether or not patent or copyright applications are filed on the subject matter and Company (or as otherwise agreed to by Company in writing) shall be deemed the author of the Work and shall own all right, title, and interest throughout the universe in perpetuity in and to the Work, including without limitation the copyrights, patents, or trademarks and other intellectual property therein and all renewals or extensions thereof, and the right to use, adapt and change the Work and to prepare derivative works from the Work, (iii) Customer waives all rights of "droit moral" or "moral rights of authors or creators" and/or any similar rights or principles of law which Customer may now or hereafter have in the Work, (iv) Company (or as otherwise agreed to by Company in writing) shall have exclusive access in perpetuity to any materials derived from the Work, and (v) if necessary under any legal theory, by accessing the Application and using the Services, Customer and its Authorized Users automatically assign to Company the any rights to their results and proceeds in and to the Work in order to meet the desired effect of this Section.

d. In consideration for the fees to be paid by Customer, Company grants Customer during the Term and after the Term, a non-exclusive, non-sublicensable, non-transferable license to exploit the Works that contain the Customer Data to satisfy the Intended Purpose, which may include preparing, reproducing, printing, downloading, transmitting, sharing and other similar uses of such Works.

e. During the Term, Customer grants the Company a non-exclusive, royalty free license to display Customer's logo, from time to time or at no time, solely for the purpose of Company identifying that Customer maintains a Subscription or has provided a testimonial in support of the Application. Examples of such use may include the incorporation of the logo into Company's website and other marketing collateral with an indication that Customer is an active subscriber holder. In connection therewith, Customer may provide Company with a high-resolution digital file of a logo that Customer uses in connection with Customer's business and Customer may provide Company with updated logos at Customer's convenience. Company acknowledges Customer's exclusive right, title and interest in and to the logos that Customer provides to Company and Company shall not acquire any right of any kind in the logos as a result of Company's use thereof. Customer may revoke the license provided to Company herein this Section (9)(i)(e), at any time, by providing written request to legal@perfectquote.io.

ii. Customer Data.

a. Customer's data ("**Customer Data**," which is part of and shall be treated by the Company as Confidential Information) shall

be defined as: (1) data that is (i) manually or electronically input, transferred, delivered or uploaded into the Application by an Authorized User or (ii) manually or electronically input, transferred, delivered or uploaded into the Application on Customer's behalf by third parties or authorized affiliates and (2) personally identifiable information ("**PII**") transferred, uploaded, collected, obtained, used in, stored, generated, or produced as the result of Customer's use of the Services. PII shall mean, without limitation, any information that identifies a business or individual, such as an individual's social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or a person's name in combination with any other of the elements listed herein. Notwithstanding Section (11)(i), Customer Data shall remain the sole and exclusive property of Customer or as otherwise expressly licensed by Customer pursuant to the Subscription Agreement, and all right, title, and interest in and to the Customer Data is reserved by Customer.

b. To the fullest extent permissible under applicable law during the Term, Customer is providing to Company and its service providers a non-exclusive, worldwide, irrevocable, transferable, sublicensable, royalty free license to reproduce, distribute, exchange with third party service providers, and otherwise Use the Customer Data in order to provide the Services to Customer and its Authorized Users and monitor and improve the Application and Services. Other than the foregoing permissions, Company may not share, transmit, or display Customer Data with any other third parties or affiliates that are not previously authorized by Customer in writing.

c. Customer grants to Company a perpetual, non-exclusive, transferable, sublicensable, royalty free license to use Customer Data to collect, develop, create, extract or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such Customer Data in a manner whereby it would not be possible for any individual to (i) reidentify the Customer Data, (ii) identify any Authorized Users or vendors of the Customer that may have generated the Customer Data, (iii) identify the Customer itself, or (iv) use such data to identify the original source of the Customer Data or any individual whose information is included in the Customer Data("**Blind Data**"). Notwithstanding anything to the contrary in the Subscription Agreement, to the extent that Company collects or generates Blind Data, such Blind Data will be owned solely by Company and may be used for any lawful business purpose without duty of accounting or obligation.

d. Third Party Application Instance Access and Data Sharing. Under certain circumstances, as a condition of the Subscription, Customer may be required to permit an affiliate or related third party to have access to Customer's Application instance and have access to Customer Data. In such events, the Parties and third party shall execute a Data Access Agreement which identifies the terms and conditions governing such instance access.

e. Carrier Waiver. As part of the Services, in the event Customer's Subscription permits Customer to access small group medical insurance plans and rates through the Application to service its small group clients (as defined by the "*Patient Protection and Affordable Care Act*" and applicable state law and regulation), Company shall display to Authorized Users each carrier's publicly filed insurance plans and rates, as made available to Company directly by the carrier and/or by Company's vendors and/or partners that provide such services. Notwithstanding the foregoing, under certain circumstances and where and when possible, Company shall provide Customer and its Authorized Users with enhanced plan procurement and rate quoting services at no additional charge to Customer, which would allow, at a minimum, the Application to display small group carrier medical rates that may differ from those that are publicly filed by the carrier ("**B2B Rates**") due to certain technical and non-technical limitations that are placed on insurance carriers and state insurance agencies (e.g. Departments of Insurance) with respect to updating rate changes; provided, however, where an insurance carrier will not permit the displaying of B2B Rates unless Company provides specific Customer Data to the requesting insurance carrier, including (i) Customer's business name, (ii) the business names of those customers of Customer who would be shown the B2B Rates, and (iii) the specific plans and rates of the requesting insurance carrier that the Customer's customer had considered (i.e., not of any other insurance carrier), Company will inform Customer of the insurance carrier request and Customer shall have the right, but not the obligation, to waive the restriction of sharing the aforementioned Customer Data with the requesting insurance carrier.

iii. <u>Protected Health Information</u>.

a. "**Protected Health Information**" or "**PHI**" has the same meaning in these Terms and Conditions as defined as the term "Protected Health Information" in 45 C.F.R.§160.103, as amended (the "**Statute**").

b. In order to take advantage of the Services, the Application does not require, and in all commercially reasonably cases prevents, the submission of PHI.

c. In the event the Statute is amended such that part or all of the Customer Data qualifies as PHI, then (i) Customer and the Company will enter into a business associate agreement, (ii) the Company's use and disclosure of the PHI shall be limited by the administrative simplification provision of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**") and the Omnibus regulations promulgating Standards

for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information promulgated thereto, and (iii) such PHI shall not be deemed a Material Breach hereunder. Further, as and when/if necessary, the Company will enter into business associate agreements with the patient's providers who are "Covered Entities" when the Company is a "Business Associate" as those terms are defined by HIPAA.

iv. Feedback. If Customer provides Company with general comments, feedback, or feature or functional suggestions (except for matters relating Customer Data) (collectively, "**Feedback**"), Customer is granting to Company a worldwide, perpetual, irrevocable, sub-licensable, royalty free, transferable license to use, reproduce, modify adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Feedback in any manner, including within and outside the Services and any intellectual property Company develops therefrom, without credit or compensation to Customer, and, in no event shall such Feedback be deemed intellectual property that forms part of the Services or Application.

v. Data Protection. In all manner of providing Services to Customer, Company shall comply with applicable legal requirements for privacy, data protection and confidentiality of communications. Such applicable legal requirements include the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17.00), the California Consumer Privacy Act of 2018 (the "CCPA"), and other applicable United States data protection laws at the state level and federal level, where and when applicable. Company shall not (i) sell PII as defined under the CCPA, or (ii) retain, use, or disclose PII for any purpose other than for the specific purpose of providing the Application and performance of the Services.

vi. The provisions of this Section shall survive the termination of this Agreement.

10. Confidentiality and Non-Disclosure; Data Privacy and Security.

i. For purposes hereof, "**Confidential Information**" shall mean all information and documentation, whether in hard copy or digital format, of a Party hereto that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity, (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning, (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists, (ii) policyholder, payroll account, agent, customer, supplier, or contractor information, (iii) information regarding business plans (strategic and tactical) and operations (including performance), (iv) information regarding administrative, financial, or marketing activities, (v) pricing information, (vi) personnel information, (vii) products and/or and services offerings (including specifications and designs), (viii) Customer Data, (ix) intellectual property, or (x) processes (e.g., technical, logistical, and engineering), (d) with respect to information and documentation of Company, whether marked "Confidential" or not, consists of Software, (e) any Confidential Information derived from information of a Party hereto, or (f) is information not marked as "confidential" but is otherwise of a type that a reasonable person would deem such information as confidential. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality, (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights, (c) obtained from a source other than the disclosing entity, who to the receiving entity's knowledge, does not have an obligation of confidentiality, or (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

ii. The Parties acknowledge that each Party may be exposed to or acquire communication or data of the other Party that is confidential, privileged communication not intended to be disclosed to third parties. The Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than (a) to employees, agents, officers, directors, advisors (including, without limitation, accountants, attorneys, consultants, and financial advisors) or subcontractors (collectively, "**Representatives**") of a Party hereto or Customers who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement or use of the Services, or (b) to the extent required to do so by legal or regulatory authority, provided that in such instance the Receiving Party shall notify the disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that the disclosing Party may seek an appropriate protective order and, in the event that a protective order or other remedy is not obtained, the disclosing Party shall furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand. The Parties hereto agree to advise and require their respective Representatives of their obligations to keep such information confidential.

iii. Each Party shall use commercially reasonable efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each Party hereto shall advise the other Party promptly in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has

violated or intends to violate the terms of this Agreement or was not authorized to view the Confidential Information (such as due to a security breach) and each Party will reasonably cooperate with the other Party in seeking injunctive or other equitable relief against any such person.

iv. Each Party acknowledges that breach of the obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, either Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of the Party, the immediate termination, without penalty to the other Party, of this Agreement in whole or in part.

v. The provisions of this Section shall survive the termination of this Agreement.

11. Miscellaneous.

i. Application and System Requirements. The Application has been developed by Company and its licensors and is commonly referred to as a software-as-a-service solution, consisting of a defined set of intellectual property which includes, but is not limited to, computer programming, source code, graphics, patents, trademarks, documentation, and video (collectively, "**Software**"). The Application and related Services are to be used by Customer and Authorized Users as a commercial health insurance plan procurement, analysis, and sales software solution for Customer's internal business purposes ("**Intended Purpose**"). The Application supports the following desktop browsers: (a) Google Chrome®, Current version -1 : Current; (b) Mozilla® Firefox®, Current version -1 : Current, and (c) Apple ® Safari®, Current version -1 : Current.

ii. U.S. Government End-Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved hereby pursuant to the copyright laws of the United States.

iii. Identity of Customer. Notwithstanding the possibility that Customer may have affiliates, members, investors, subsidiaries and/or parents, it is agreed that only the Customer shall be the customer under this Agreement.

iv. Arbitration. The sole and exclusive manner to resolve any dispute, claim or controversy arising out of or relating to this Agreement shall be through a formal arbitration proceeding submitted to the American Arbitration Association if the (A) good faith efforts to resolve the dispute have been unsuccessful and/or (B) any delay resulting from an effort to mediate such dispute could result in serious and irreparable injury to such Party. The arbitration shall take place in Travis County, Texas and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States of America. Any such arbitration must be conducted before a panel of arbitrators (one selected by each Party, and the third selected by mutual agreement between each Party's selected arbitrator). Judgment on the award may be entered in any court having jurisdiction thereof, subject to the limited judicial review provided for by applicable state law. The Parties consent and submit to the jurisdiction, venue and forum of the state and federal courts in the State of Texas in all questions and controversies arising out of this Agreement. Nothing in the foregoing shall limit or apply to the seeking of injunctive relief pursuant to Section (12) hereof.

v. No Waiver; Cumulative Remedies. Except as otherwise stated herein, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. No waiver of any provision hereto shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

vi. Attorney's Fees. In the event that any dispute between the Parties should result in arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of reasonable attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the Party who is determined in the proceeding to have prevailed or who prevails by

dismissal, default or otherwise, or who achieves substantially the results sought whether by judgment, order, settlement or otherwise.

vii. Notices. Except for the delivery addresses for notices identified elsewhere herein, all other notices shall be sent to legal@perfectquote.io or to Company's Legal Department at the address for the Company with delivery deemed made by: (i) traceable courier or mail (delivery confirmation/return receipt required) or (ii) the third business day after sending by email to legal@perfectquote.io. Notices to Customer shall be sent to the email address on file for the primary point of contact or authorized signatory on the Order Form or to the address for the Customer, c/o the primary point of contact or authorized signatory on the Order Form.

viii. Force Majeure. Neither Party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated Party, including but not limited to an electrical, internet, or telecommunications change or outage not caused by the obligated Party, government restrictions, or illegal acts of third parties. A party whose obligations under this Agreement are affected by a force majeure will use reasonable efforts to mitigate the effect of a force majeure event. If a Party claims relief under this clause and the force majeure event continues for thirty (30) days, the other Party shall be entitled to terminate this Agreement immediately on written notice provided that such notice is given while the force majeure event is subsisting. Unless Customer terminates this Agreement pursuant to the preceding sentence, the relevant term of this Agreement shall automatically be extended for the period the force majeure event had a material adverse effect on Company's performance hereunder at no additional cost to Customer.

ix. Subcontractors and Partners. Company may utilize subcontractors and/or third party service providers to Company in order for Company to provide the Services and Company shall bind any and all subcontractors and/or partners to agreements requiring it to conform to law, regulation, industry standards, and the quality, confidentiality, and privacy standards reflected in these Terms and Conditions.

x. Assignment. Neither Party may assign any of its rights or obligations under the Agreement without the other Party's written consent (not to be unreasonably withheld), except either Party may assign the Agreement in its entirety without the other Party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any attempted transfer or assignment in violation of this Section shall be deemed null and void.

xi. Amendment. These Terms and Conditions may be updated by Company, at Company's discretion, to create Applicable T&Cs. Notwithstanding the foregoing, any updates to these Terms and Conditions made during the Term shall not become effective unless and until they are accepted by Customer as Applicable T&Cs for each renewal term pursuant to Section (2).

xii. Entire Agreement. The Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No change to any provision of the Subscription Agreement will be effective unless in writing and signed by an authorized signatory of the Party against whom the change is asserted. If there is a conflict or inconsistency between the Order Form and these Terms and Conditions, the Order Form will control.

xiii. Signature and Counterparts. The Order Form may be executed in two or more counterparts, with each counterpart constituting a single original. The Parties agree that the Order Form may be signed by means of electronic signature technology pursuant to the U.S. Federal ESIGN Act and any applicable state laws. Signatures, originally signed by hand, but transmitted via e-mail as PDF files or by fax shall also be deemed valid and binding original signatures.

END